

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

IN RE:)
CIRCUIT CITY STORES, INC.,) Case No. 08-35653-KRH
et al.) Chapter 11
Debtor)

**DECLARATION OF LAURA L. SCANNELL IN SUPPORT OF RESPONSE TO
DEBTORS' NINTH OMNIBUS OBJECTION TO CERTAIN
(I) LATE CLAIMS AND (II) LATE 503(B)(9) CLAIMS**

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF FAIRFAX)

I, Laura L. Scannell, pursuant to 28 U.S.C. § 1746, and the Federal Rules of Bankruptcy
Procedure 2014 and 2016 declare and state that:

1. I am an individual residing in the Commonwealth of Virginia.
2. I submit this Declaration in connection with and in support of that certain
Response of Laura L. Scannell to Debtor's Ninth Omnibus Objection to Certain (i) Late Claims
and (ii) Late 503(b)(9) Claims filed in the above-captioned chapter 11 bankruptcy case.
3. I have personal knowledge of the facts set forth herein, and can testify that said
facts are true and correct to the best of my knowledge after reasonable and appropriate
investigation.
4. On January 3, 2009, I attempted to purchase a Samsung Model LN 46A650
television set at Circuit City Store No. 00802 located in Springfield, Virginia.
5. I was told by a store representative that the television set was not currently
available, but that I could purchase the television set for delivery in one to two weeks.

6. I tendered my personal check, check number 2057, payable to "Circuit City" in the amount of Two Thousand Twenty-Nine and 73/100 Dollars (\$2,029.73), to the Circuit City store representative as payment for the television set.

7. The Circuit City store representative told me that Circuit City would contact in one to two weeks when the television set was available to be picked up by me at the store.

8. Circuit City cashed my check, and the funds were removed from my checking account on January 7, 2009.

9. I made numerous telephone calls to Circuit City representatives after January 3, 2009 attempting to ascertain the status of delivery of the television set.

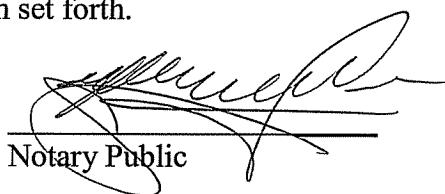
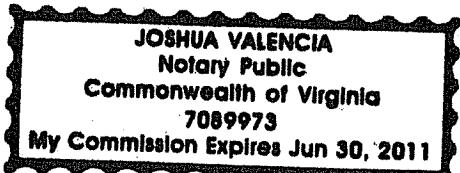
10. Circuit City store representatives initially told me that the television set would be delivered "next Friday". Ultimately, the Circuit City store closed and the Circuit City store representative informed me that the television set would not be delivered.

11. I did not obtain possession of the television set from Circuit City, and I did not receive a refund of my payment of Two Thousand Twenty-Nine and 73/100 Dollars (\$2,029.73).

I declare under penalty of perjury that the foregoing is true and correct.

Laura L. Scannell {Seal}
Laura L. Scannell

On the 29th day of June, 2009, before me, the undersigned Notary Public, personally appeared Laura L. Scannell appeared before me and in her individual capacity and executed this Declaration for the uses and purposes therein set forth.



My Commission expires: June 30, 2011
Notary Registration Number: 7089973